



## **RFP No: 3580**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until January 8, 2009 @ **3:00 p.m.** local time for the acquisition of the products/services described below for the State of Mississippi.

<p>This is a General RFP to establish a vendor pool to be used for the acquisition of Wireless Consulting Services through January 31, 2010.</p>
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**The Vendor must submit proposals and direct inquiries to:**

<p>Brenda Ballard Technology Consultant Information Technology Services Suite 508, 301 N. Lamar Street Jackson, MS 39201-1495 (601) 359-1893 brenda.ballard@its.ms.gov</p>
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To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

<p>PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. 3580 due January 8, 2009 @ 3:00 p.m., ATTENTION: Brenda Ballard</p>
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**David L. Litchliter**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP 3580.

- \_\_\_\_\_ 1) One clearly marked original response and no (0) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 4) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 5) Function and Expertise Tables, handmarked (Section VII)
- \_\_\_\_\_ 6) Diskette or CD as detailed in Section VIII: *Information Submission* labeled with Vendor name and RFP number.
- \_\_\_\_\_ 7) Two printouts of the *Vendor Information Sheet* (Section IX)
- \_\_\_\_\_ 8) *References* (Section XI)

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## **SECTION I**

### **SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

(Check those that apply.)

- ☐ General RFP #3576 – Computer Hardware and Software
- ☐ General RFP #3577 – Cabling Materials
- ☐ General RFP #3578 – IS Consulting/Clerical Services
- ☐ General RFP #3579 – Telephone Equipment, Services and Maintenance
- ☐ General RFP #3580 – Wireless Consulting Services

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or  
printed)

Title

Company name

Physical address

State of Incorporation

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### **CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

This General RFP does not require the Vendor to provide a configuration summary.

## **PROPOSAL BONDS**

Please refer to Item No. 36, "Proposal Bond" in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

## **SECTION II**

### **PROPOSAL SUBMISSION REQUIREMENTS**

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and **no (0)** identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
  - 8.3 Number each page of the proposal.
  - 8.4 Respond to the sections and exhibits in the same order as this RFP.
  - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.6 The Vendor must submit one clearly marked original and no (0) copy/copies of the clarification.
  - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and



answers will become addenda to this RFP, and they will be posted to the **ITS** web site.  
**Vendors failing to comply with this requirement will be subject to disqualification.**

- 13.1      The State's contact person for the selection process is: Brenda Ballard, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-1893, [brenda.ballard@its.ms.gov](mailto:brenda.ballard@its.ms.gov).
- 13.2      Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

**1. Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

**2. Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

**3. Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

**4. Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml).

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

**5. Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

**6. Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to

provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

**14. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

**15. Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Situations warranting solicitation of a BAFO will be considered

an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

**16. Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

**17. Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

**18. Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

**19. Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

**5. Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

**6. Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

**7. Mandatory Legal Provisions**

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total life-cycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

**9. Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

**10. Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.



**11. Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

**12. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**13. Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us).

13.2 For state agencies that make payments through SAAS, the awarded Vendor may be required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

**14. Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **ITS** may withdraw the proposal award

and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

**15. Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

**16. Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject

contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

**17. ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

**18. Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

**19. Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

**20. References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

**21. Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

- 28.2        The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29.        **Ownership of Custom Tailored Software**  
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
30.        **Terms of Software License**  
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
31.        **The State is Licensee of Record**  
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.
32.        **Remote Access via Virtual Private Network**  
Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
33.        **Negotiating with Next-Ranked Vendor**  
Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.
34.        **Disclosure of Proposal Information**  
Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in

accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

**35. Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

**36. Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the State of Mississippi, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's

proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

**37. Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit should be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **the State of Mississippi** after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of **the State of Mississippi**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State

and the successful Vendor and shall be payable to **the State of Mississippi**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period and shall not be released until completion of the contract or until the warranty period, if any, has expired, whichever occurs last. Vendor must specify the cost of the Performance Bond or Letter of Credit as a separate line item in the *Cost Information Submission*.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3580.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project life cycle cost or \$250,000.00, whichever is less. The total estimated project life cycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation



formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

**41. Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## **SECTION V**

### **PROPOSAL EXCEPTIONS**

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal;  
and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

<b>ITS RFP Reference</b>	<b>Vendor Proposal Reference</b>	<b>Brief Explanation of Exception</b>	<b>ITS Acceptance (sign here only if accepted)</b>
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

## **SECTION VI RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

**1. Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: \_\_\_\_\_ OR Signed W-9 Form Attached: \_\_\_\_\_

- 1.2 **Minority Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: <http://www.its.ms.gov/docs/MinorityVendorSelfCertForm.pdf>. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_

Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_

Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

**2. Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml). We will post clarifications and Vendor questions received until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

## SECTION VII SPECIFICATIONS

### 1. How to Respond to General RFPs

- 1.1 Section II, item 8.11 of this RFP requires the Vendor to respond to the Technical Specifications section with a point-by-point response to each requirement. In this General RFP the Technical Specifications section is replaced with this Specifications Section VII containing an overview of this General RFP response. Please ignore the directions given in Section II, item 8.11 and submit your proposal as directed in Section VIII: *Information Submission*. Do not submit a point-by-point response to this Specifications Section. In addition to Section II, item 8.11, all references to the *Technical Specifications* in the RFP are replaced by this *Specifications* section, Section VII.
- 1.2 Section II, item 9 requires the Vendor to clearly identify all costs for this RFP in the Cost Information Submission. This General RFP does not contain a *Cost Information Submission* section and does not require the submission of any costs at the time of initial submission. For this General RFP, Vendor is required to submit Functions and Expertise Tables as detailed in the *Information Submission* section. Costs will be solicited on a project-by-project basis during the year through the Letter of Configuration (LOC) process. In addition to Section II, item 9, all references to the *Cost Information Submission* in the RFP are replaced by the *Information Submission* Section VIII.

### 2. Procurement Project Schedule

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	11/25/2008
Second Advertisement Date for RFP	12/02/2008
Last Amendment/Clarification posted	12/31/2008
Open Proposals	01/08/2009
Valid Proposals added to General RFP Database	02/01/2009
General RFP Proposals valid dates	02/01/2009-01/31/2010
Receipt of additional unsolicited Vendors	02/01/2009-11/30/2009

### 3. **General Overview**

This is a General RFP for the purpose of creating a list of vendors that provide various Wireless Consulting Services to be used in the Quality Control and Assurance process for the Mississippi Wireless Information Network (MSWIN) project, for staffing technical and management roles in support of the Wireless Communication Commission (WCC), for providing specialized technical expertise in such areas as interoperability and integration of wireless communications, and for other consulting roles related to wireless communications. The list of Vendors is to be used through January 31, 2010, and will be open to additions through November 30, 2009.

### 4. **General Request for Proposal Submission Requirements**

- 4.1 Since this General RFP uses the LOC process, requirements or responses to this RFP document will also be construed to apply to any responses to an LOC. Basic terms and conditions are set out in this General RFP. Additional terms and conditions may be included in the LOC document as required.
- 4.2 Responses to **ITS** General Requests for Proposals (RFPs) will be used to satisfy recurring routine requests for acquisitions in the shortest time and at the best possible prices.
- 4.3 There will be no sole winning Vendor in response to a General RFP. Vendors that submit the required paperwork and documentation will be declared valid and will be eligible to participate in the LOC process on a project-by-project basis. Awards may be made to valid Vendors multiple times during the year using these procedures.
- 4.4 When a need arises during the year for products/services of the category herein requested, the **ITS** staff will contact Vendors possessing valid proposals to obtain the best system configuration and current pricing information available.
- 4.5 Proposals received in response to this RFP will be used for approximately one year and may be extended at the State's option for an additional period or periods if the Vendor is willing to do so.

### 5. **Format of Proposal**

- 5.1 Vendors may respond to multiple General RFPs in a single binder, if desired. If responding to more than one General RFP (3576, 3577, 3578, 3579, and/or 3580), the Vendor may either:
  - 5.1.1 Combine the various RFP submissions by printing or typing the number of each pertinent RFP to which you are responding on each section of your response; or



- 5.1.2      Submit a separate form for each individual RFP. In this case, please separate the various RFP number sections with tabs in your binder.
- 5.2        In either case, a separate printout of the information spreadsheets is required for EACH RFP to which you are responding. Electronic submissions for multiple RFPs may be included on one diskette or CD, but the media should be labeled with all included RFP numbers.
- 5.3        Please note that Sections I, II, III, IV, V, VI, IX, and XI are the same for all of the General RFPs listed above. Sections VII, VIII and X, differ.
- 5.4        Respond to the sections in the same order as listed in the RFP, using the “RFP Response Checklist” at the front of this RFP as your guide.
- 6.        **Right to Award in Whole or Part**  
ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.
- 7.        **Right to Use LOC Responses in Future Projects**  
In Section III, item 10, the State reserves the right to use proposals in future projects. For General RFPs this item should be construed to reserve ITS’ right to use any Vendor’s LOC response in the same way and under the same terms and conditions.
- 8.        **Right to Use General Proposals as basis for an Express Products List**  
Vendors should be aware that ITS reserves the right to create and publish an Express Products List (EPL) from LOC responses received. EPLs are catalog-type lists of information technology products and services from which Mississippi government and public education entities may make approved purchases. Should ITS publish an EPL from a General RFP, Vendors selected for inclusion on the EPL will be given written notice of the fact and the option of whether to participate before the list is published.
- 9.        **Additional Considerations**
  - 9.1        Until validated, Vendor’s proposals cannot be made available for the award/authorization of information technology purchases.
  - 9.2        Multiple evaluations and awards occur throughout the life cycle of the General RFP using the LOC process. Contracts, if required, are negotiated at the time an award is made from proposals received in response to an LOC.
  - 9.3        It is possible that your company will NOT be awarded a contract based on the submission of a General RFP response.

**10. Proposal Validation, Use, and Updates**

- 10.1 It is the intent of this **ITS** RFP to select one or more Vendors to provide the products or service within the scope of this RFP for selected projects for state entities.
- 10.2 **ITS** will validate the information in all Vendors' proposals submitted in response to this RFP. The binder will be reviewed to assure that all requested information has been supplied and that the Vendor has accepted the required contractual terms and conditions. If information is missing or **ITS** needs clarifications, the Vendor will be contacted.
- 10.3 After the binder is determined to be valid, the submission diskette or CD will be processed and the data added to the **ITS** General RFP database. If there are problems with the files as submitted, the Vendor will be contacted for additional information or requested to submit a corrected electronic file. After the binder has been validated and the category information appended to the **ITS** General RFP database, **ITS** will send the Vendor an approval memo. If Vendor's submission is invalid, **ITS** will notify the Vendor in writing of the deficiencies.
- 10.4 **ITS** intends to enter all valid Vendor proposals submitted on the original RFP opening date to the General RFP Database by February 1, 2009. Proposals received after the original opening date will be opened and processed in the order in which they are received during the year through November 30, 2009, and will be appended to the General RFP database as they become valid. If additional Vendors are required for a particular project, proposals may be solicited by **ITS** after that date.
- 10.5 Throughout the lifecycle of the General RFP, **ITS** consultants will reference this database on a project-by-project basis to determine the Vendors who can supply the requested items. The **ITS** consultant will send out an LOC requesting more detailed, current information on the requested items in the quantities desired. (The LOC process is discussed in more detail in Section X.) In response to such a request, the Vendor submits current pricing information.
- 10.6 Updates/additions to existing approved proposals and new proposals from additional Vendors will be accepted after the proposal opening date at the discretion of **ITS**.
- 10.7 At times to be set at the discretion of **ITS**, an update may be requested from all participating Vendors. At such a scheduled update, Vendors will be requested to update their contact information, if needed, and to make any needed changes or additions to their proposed information.

**11. Posting of Valid Vendors on ITS Website**

- 11.1 **ITS** will publish a list of all valid Vendors for General RFPs #3576, 3577, 3578, 3579, and 3580 on the RFP download page on the **ITS** Website: <http://www.its.ms.gov/rfps/3576-3580.shtml> . This list will consist of Vendor name and the names of the contact individuals who receive LOC notifications with their telephone numbers and e-mail addresses. This will allow our customers and other Vendors to see who is currently on the RFP lists and the contact individuals for each Vendor. It will also allow valid General Vendors to see who in their organizations is receiving the LOC notifications. Vendor's submission of a response to this RFP will constitute acceptance of this provision.
- 11.2 Please remember that a notice regarding project LOCs will be sent only to the persons designated in your Vendor Information Sheet to receive LOCs. If during the term of this RFP your company undergoes personnel changes, please let us know the new LOC contacts. You may check who is listed to receive LOCs by reviewing the vendor list on the RFP download page.

**12. Background**

The Mississippi Wireless Communication Commission (WCC) was established with the signing of Senate Bill No. 2514, 2005 Regular Session of the Mississippi Legislature, and was charged with ' . . . promoting the efficient use of public resources to ensure that the law enforcement personnel and essential public health and safety personnel have effective communications services available in emergency situations, and to ensure the rapid restoration of such communications services in the event of disruption caused by natural disaster, terrorist attack or other public emergency.'

Since its inception the WCC has worked with federal, state and local authorities to establish or improve interoperability and encourage system planning of all public safety communications systems. It has also ensured federal/state communications rules and regulations are followed.

The Department of Information Technology Services (ITS) issued Request for Proposals (RFP) 3429 on behalf of the Mississippi Wireless Communication Commission for the acquisition of a turnkey statewide wireless voice and data capable infrastructure system. This system will provide all system participants a public-safety grade, statewide, interoperable, seamless roaming radio system.

RFP 3429 required that vendors provide a digital 700 MHz Public Safety communication system that is highly reliable, has fast access, and provides private communications to a wide variety of users within the state. This new infrastructure will enable state agencies and local entities that join to conduct voice dispatch and field operations autonomously. Mobile radio units will roam seamlessly throughout the state without operator

intervention. Current dispatching configurations will be preserved and provide centralized dispatch in time of need.

A three phase design and implementation approach will be employed in the construction of the Mississippi Wireless Information Network (MSWIN). Each phase will be designed, manufactured, tested, and commissioned as a standalone system. The geographic area of each phase is defined by Mississippi Highway Patrol district boundaries. Phase descriptions are:

Phase 2: Central Region (MHP Districts 1, 5, and 6)

Phase 1: Southern Region (MHP Districts 7, 8, and 9)

Phase 3: Northern Region (MHP Districts 2, 3, and 4)

Upon its completion, the MSWIN will provide statewide radio coverage for thirteen state agencies dispatching 5,487 subscriber units.

The RFP included four mandatory requirements:

- 1. 97% Area Coverage Reliability (ACR)**
- 2. 97% Area Coverage reliability at specific coverage test locations as specified by the State**
- 3. Statewide seamless roaming users**
- 4. Alternate routing between wide area controller sites and backbone transport sites**

Motorola, Inc. was chosen as the lowest and best vendor responding to RFP 3429.

### **13. MSWIN Proposed Solution**

Motorola proposed a 700 MHz trunked Project 25 compliant wireless digital communication solution for MSWIN. This platform employs IP WAN system architecture. The solution offered provides the State of Mississippi highly reliable, interoperable, and seamless voice and data communications across the entire State.

The Motorola MSWIN solution consists of three interconnected regional subsystems that operate as a seamless statewide network. Regional control center master sites are located in Hattiesburg, Jackson, and Batesville. These three regional subsystems are connected together to operate as one network but have the capability to operate independently. In addition to this system architecture, Motorola included a master site on wheels that can be used as a fully functional backup to any one of the three regional control center master sites. This provides a rapidly deployable element that has the same functionality and

redundancy as a permanent regional control center master site and will enhance disaster recovery efforts and ensure continuity of operations for the MSWIN.

**14. Scope of RFP #3580**

- 14.1 The state of Mississippi is seeking proposals from companies with experience and expertise in the management, integration, deployment, design, implementation, and support of large-scale wireless communication solutions for governmental entities. Participating vendors should have documented experience in projects of similar size or scope to the MSWIN implementation and/or have access to highly skilled staff with significant knowledge and expertise in various aspects of wireless communications, including but not limited to public safety grade radio infrastructure (voice and data), governance of statewide or enterprise wide wireless initiatives, integration of wireless systems, wireless interoperability, cellular voice and data communications, and other management or technical roles related to wireless communications.
- 14.2 Through this RFP, **ITS** will establish a pool of vendors available to the state of Mississippi to fill specific roles related to MSWIN implementation and other WCC initiatives, for both role-based and deliverable-based engagements.
- 14.3 The state of Mississippi may also seek proposals for turnkey solutions and consulting projects through this RFP.

**15. General Proposal Submission**

- 15.1 **ITS** does not collect cost information when proposals are initially submitted. The Vendor will submit costs on a project-by-project basis in response to LOCs and a competitive evaluation will be conducted at that time.
- 15.2 **ITS** collects Function and Expertise information using finite lists on which Vendors should simply indicate whether or not they have that particular type of Function or Expertise.
  - 15.2.1 Functions.  
**ITS** collects data on the particular Functions a Vendor can provide along with the number of persons they can provide offering that Function. These Functions are proposed without any level designations such as I, II, or III since pricing will be collected only at the time of the LOC. Do not add other Functions to this table.
  - 15.2.2 Expertise.  
**ITS** also collects what types of Expertise the Vendor can supply in these various Functions. When **ITS** offers an LOC requiring certain Functions with certain Expertise, the Vendor should check

to see if he has the qualified manpower to fill the specific need.  
Do not add other Expertise listings to this table.

- 15.2.3      **Unlisted Functions and Expertise Listings**  
If an **ITS** client project requires Functions and Expertise which are not included on our tables, **ITS** will notify all valid consulting Vendors of the LOC.

**16. Consulting Functions**

Within your company's areas of expertise you may offer various functions. These functions will be used by ITS Technology Consultants to build and search the database for Vendors able to provide services pertinent to their project. Please print a copy of the following table and hand mark those of the following functions that your company can supply to Mississippi state customers. If you cannot provide a certain function leave a blank in the 'Number of Persons' column. Do NOT put a zero (0). Please do not add 'Other' functions to this table.

Company Name: \_\_\_\_\_

Consulting Functions	Number of Persons
CAD Specialist	
Certified Network Engineer	
Configuration Management	
Construction Coordinator/Superintendent	
Design Manager	
Document Specialist	
Electrical Engineering and Design	
Engineering Assistant	
Executive Project Director	
FCC Legal Counsel (Associate Firm)	
Field Supervisor	
Field Technician	
Geotechnical Engineer	
Governance Analyst	
Logistics Analyst/Specialist	
Mechanical Engineering and Design	
Network Communications Supervisor	
Network Engineer/Traffic Analyst	
Operations Manager	
PMI Certified Project Manager	
Project Manager	

Consulting Functions	Number of Persons
Project Control Analyst (EVMS)	
Property Agent/Specialist	
Public Policy Consensus & Mediation	
Quality Assurance Consultant	
Real Estate Project Manager	
Research Analyst	
RF Engineer	
Security Analyst	
Site Development Contractor/Specialist	
Structural Engineer	
System Architect	
Systems Administrator/Manager	
Systems Analyst/Programmer/Integrator	
Systems Operator	
Technical Leader	
Technical Writer	
Training Specialist	
Telecommunications Designer/Engineer/Specialist	
Test Engineer	
Virtualization Architect	
Wireless Data Analyst/Developer	
Wireless Network Engineer	

**17. Expertise Listings**

The State of Mississippi has a wide variety of computer system platforms and programming language needs and anticipates the need for a wide variety of supplemental personnel services from the pool of expertise established by this RFP. Specific areas of expertise sought by the RFP are listed below. Vendors should print a copy of the table on the next page and hand mark whether they can provide a specific type of expertise. Please do not add 'Other' Expertise listings to this table.

**Expertise Table**

Company Name \_\_\_\_\_

Yes	Expertise
	911 Operations
	After Action Report & Lessons Learned
	Antenna Design
	Automated Application Testing Tools
	Automated Wireless Coverage Testing Tools
	Baseline Analyst
	Business Process Redesign/Mgt
	Cellular Push to Talk Technology
	Compliance Certification
	Consulting for Establishing Governance
	Dispatch Operations
	Equipment – JPS/Raytheon
	Equipment – MA/COM
	Equipment – Motorola
	Equipment – Other
	Exercise and Preparedness Training
	FCC Licensing and Engineering Assistance
	Frequency Planning
	Grant Requirements
	In-Building Coverage Enhancement Systems
	Integrated Project Delivery
	Integration
	Interoperability
	Microsoft Project
	Microwave Equipment
	Mobile Command and Control Vehicles
	Mobile Data Computing
	Network Engineering/Consulting

Yes	Expertise
	Operation Plan Development
	Power System Engineering
	Professional Services Consultation
	Program Management Office (PMO)
	Project Management
	Quality Assurance and Quality Control
	Radio Frequency over IP
	Radio Frequency Safety Studies
	Real Estate and Site Acquisition Solutions
	RF Coverage Analysis
	RF Technology Interfaces
	Security Engineering and Consulting
	Site Engineering
	Strategic Planning
	Supervisory Control and Data Acquisition Systems (SCADA)
	Technology Assessment
	Tower Design & Construction
	Training
	Two-way radio systems
	Validation Services
	Video Surveillance
	Video Telecommunications
	Voice Over IP Solutions
	Wireless Application Development
	Wireless Data
	Wireless Security Testing
	Wireless Systems - Others



## SECTION VIII INFORMATION SUBMISSION

### 1. **Directions for Submitting an RFP Diskette**

- 1.1 The Vendor must submit a 3.5" 1.44MB diskette or CD formatted for a Windows platform.
- 1.2 Information must be submitted in spreadsheet format. Do not use tables from word processing applications. Acceptable file types are listed below.
  - 1.2.1 Microsoft Excel
  - 1.2.2 Lotus 1-2-3
- 1.3 Diskette or CD must be labeled with VENDOR NAME and RFP No. 3580.
- 1.4 The Vendor must specify which file type is being submitted, Excel or 1-2-3.
- 1.5 The Vendor may contact Brenda Ballard at (601) 359-1893 or [bremda.ballard@its.ms.gov](mailto:bremda.ballard@its.ms.gov) for more information about diskette or CD submission.

### 2. **Overview of Submission**

- 2.1 Vendor contact information for consulting and clerical service is being solicited in electronic format for the year 2009.
- 2.2 Functions and Expertise will not be proposed electronically for General RFP #3580. Print a copy and mark the tables as directed in Section VII: *Specifications* and submit in your proposal binder as noted in the RFP Response Checklist at the front of this RFP.

### 3. **The Vendor is required to submit one (1) electronic spreadsheet and two (2) hard copy tables in support of this General RFP:**

- 3.1 *Vendor Information Sheet* (Section IX) [Label file as 3580vendor.xls]  
See sample Section IX: *Vendor Information Sheet*.
- 3.2 Consulting Functions Table (Section VII: *Specifications*), hand marked.
- 3.3 Expertise Table (Section VII: *Specifications*), hand marked.



## **SECTION IX VENDOR INFORMATION SHEET**

Create a spreadsheet containing the information exactly as listed below and submit with your proposal on a 3.5" diskette or CD as defined in Section VIII. Name the file '3580vendor.xls.' Print and submit two copies in your proposal binder.

The maximum number of characters for each field is listed in parenthesis following the field name. For example, company name is listed as COMPANY NAME (50), and has a maximum field size of 50 characters. If the maximum number of characters listed for a field is exceeded, the data that exceeds the limit will be lost. Also, if additional rows other than the rows listed below are added, the additional data will be lost.

The Vendor Information File captures several kinds of information about your company that **ITS** needs to process your proposal and to contact your company for projects during the year.

1. First, **ITS** needs contact information about the person who completed and submitted the RFP response in case we must contact someone for information during the RFP proposal validation process. This person will also receive the approval memo and any update memos during the life cycle of the RFP.
2. Provide mailing addresses to which customers should send purchase orders and remittances. There are two address lines. Some Vendors need two lines for their addresses or they are doing business under a different name from their corporate name. Do not repeat your company name on the first address line. **ITS** pulls that information from the "Company Name" in row #1.
3. Also provide contact information for the persons who should receive LOCs on projects during the year. **ITS** allows each Vendor to list two individuals to receive the LOC e-mails, so that there will be a backup in case someone is out of the office.

Please use the format on the following page for submitting your Vendor Information. Your Vendor Table should have 33 rows of data, no more and no less. Enter your data in the second column, left justified. Data from column two will be loaded into a database.

<b>COMPANY NAME (50)</b>	VENDOR COMPANY NAME
<b>PERSON WHO PREPARED RESPONSE (50)</b>	BOB JONES
<b>TELEPHONE NUMBER – RFP CONTACT (40)</b>	601-532-6738 EXT 234
<b>FAX NUMBER – RFP CONTACT (30)</b>	601-478-8293
<b>INTERNET E-MAIL ADDRESS – RFP CONTACT (50)</b>	<a href="mailto:jones@itservice.com">jones@itservice.com</a>
<b>MAILING ADDRESS 1 – RFP CONTACT (50)</b>	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
<b>MAILING ADDRESS 2 – RFP CONTACT (50)</b>	SECOND ADDRESS LINE
<b>CITY – RFP CONTACT (25)</b>	JACKSON
<b>STATE – RFP CONTACT (2)</b>	MS
<b>ZIP – RFP CONTACT (10)</b>	39204-3836
<b>MAILING ADDRESS 1 – PLACE ORDER TO (50)</b>	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
<b>MAILING ADDRESS 2 – PLACE ORDER TO (50)</b>	SECOND ADDRESS LINE
<b>CITY – PLACE ORDER TO (25)</b>	JACKSON
<b>STATE – PLACE ORDER TO (2)</b>	MS
<b>ZIP – PLACE ORDER TO (10)</b>	39204-3836
<b>MAILING ADDRESS 1 – REMIT TO (50)</b>	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
<b>MAILING ADDRESS 2 – REMIT TO (50)</b>	SECOND ADDRESS LINE
<b>CITY – REMIT TO (25)</b>	JACKSON
<b>STATE – REMIT TO (2)</b>	MS
<b>ZIP – REMIT TO (10)</b>	39207-4876
<b>PERSON TO RECEIVE LETTERS OF CONFIGURATION (50)</b>	BOB JONES
<b>PHONE NUMBER – LOCS (40)</b>	888-902-7377
<b>FAX NUMBER – LOCS (30)</b>	601-478-8293
<b>INTERNET E-MAIL ADDRESS – LOCS (50)</b>	<a href="mailto:jones@itservice.com">jones@itservice.com</a>
<b>BACKUP PERSON TO RECEIVE LOCS (50)</b>	SANDY SMITH
<b>PHONE NUMBER – BACKUP LOCS (40)</b>	888-902-7376
<b>FAX NUMBER – BACKUP LOCS (30)</b>	601-478-8293
<b>INTERNET E-MAIL ADDRESS – BACKUP LOCS (50)</b>	<a href="mailto:ssmith@itservice.com">ssmith@itservice.com</a>
<b>MAILING ADDRESS 1 – LOCS (50)</b>	FIRST ADDRESS LINE or DBA NAME (Do not repeat company name from line 1 above)
<b>MAILING ADDRESS 2 – LOCS (50)</b>	123 SOUTH MAIN STREET
<b>CITY – LOCS (25)</b>	JACKSON
<b>STATE – LOCS (2)</b>	MS
<b>ZIP – LOCS – (10)</b>	39204-3836

## **SECTION X**

### **LETTERS OF CONFIGURATION**

#### **1. Introduction**

- 1.1 Vendor is not required to respond to Section X in their RFP response. This section is included for information on how this RFP will be used during the year and how Vendors are expected to respond.
- 1.2 **ITS** uses LOCs during the year to solicit product and pricing information at the time of project on a project-by-project basis. LOCs in memo format detail the specific project needs and request Vendor proposals or quotes for the required products and/or services. Unless otherwise detailed in the LOC, Vendors should respond to LOCs using the General RFP Information Request Form included in this section of the RFP.
- 1.3 The LOC process is used for all General RFPs as well as under certain EPLs or Special RFPs when those RFPs are used in the same capacity as a General RFP.
- 1.4 Vendor responses to LOCs must include all of the required information for determination of lowest and best Vendor for the project. Vendors should use the format on the General RFP Information Request Form or detailed in the LOC to prepare their responses.

#### **2. Use of Letters of Configuration**

- 2.1 **ITS** will issue LOCs to valid RFP Vendors to fulfill the detailed needs of a customer.
  - 2.1.1 **ITS** will send an e-mail notification of the LOC to those Vendors who appear to fit the project's scope using the information submitted by each Vendor in Section VIII of this RFP as selection criteria. **ITS** cannot guarantee receipt of these e-mails.
  - 2.1.2 **ITS** will also post all LOCs for this RFP on our Internet site. **ITS** will contact all valid Vendors for this RFP with instructions on how to access these posted LOCs. All Vendors that are valid for this RFP will be able to respond to any LOC posted for the RFP if they can provide the requested items and/or services, whether or not they proposed the specific products and services at the time of their original proposal submission. It is the Vendor's responsibility to check the LOC database website frequently to ensure they have the timely information to respond to an LOC.
  - 2.1.3 A General RFP response (whether solicited by **ITS** or unsolicited) must be received by **ITS** before the release of an LOC in order for

the Vendor to be considered for a particular project.

- 2.2 These LOCs will outline the project and the specifications of that project.
  - 2.3 Vendors will be expected to respond to any LOC by the time specified with fully detailed information covering all the costs of that project within the scope of their General Request for Proposal response. However, Vendors are not required to respond to all or any LOCs.
  - 2.4 The detailed response must follow the format in the sample General RFP Information Request Form in this section, unless otherwise specified in the LOC.
  - 2.5 **ITS** reserves the right to reject the Vendor's response to the LOC based on poor material quality.
  - 2.6 A Vendor will be selected based on lowest and best evaluation.
3. **Use of the General RFP Information Request Form**  
Unless directed otherwise in the LOC, responses to LOCs should be prepared using the format detailed on the General RFP Information Request Form. Please include information for all of the columns listed on the form. Be sure to indicate the name of the Technology Consultant who contacted you on the project.
4. **Additional Requirements**
- 4.1 In addition to the product/cost information, some LOCs may require installation, warranty, maintenance, and training information that should be included after the product/cost matrix as directed in the LOC.
  - 4.2 The LOC may also require information on quantity discounts, demonstration units, and other acquisition plans such as rentals, leases, or time-purchases.
  - 4.3 If requested in the LOC, the Vendor must supply all cabling, connectors, and start-up supplies bundled and included with the base configuration to ensure the hardware works directly “out of the box” without need of further cabling or interacting.
  - 4.4 LOCs for projects including Consulting Services may require Vendor submission of resumes of the individuals being proposed.
  - 4.5 If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel within his service rates.
  - 4.6 **ITS** may require mandatory vendor conferences at the time of the LOC as needed on a project-by-project basis.

**5. Communications with Staff**

From the issue date of an LOC until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding the LOC with any staff except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding the LOC must be submitted in writing to the Technology Consultant noted on the LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to the LOC. Vendors failing to comply with this requirement will be subject to disqualification.

5.1 Vendor may consult with State representatives during any scheduled oral presentations, demonstrations or site visits and

5.2 Vendor may consult with State representatives as designated by the State contact person identified in the LOC in response to State-initiated inquiries.

**6. Vendor response to LOC**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the LOC. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the LOC. The Vendor is reminded that, as stated in Section IV: "All products must be delivered FOB destination . . . with all transportation charges prepaid and included in the . . . LOC quotation."

**7. Subcontractors**

The State reserves the right to require the Vendor to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references will be included with the LOC if required.

**8. Posting of LOC Awards on ITS website**

ITS currently posts the awards of LOCS to the LOC Database. ITS has a link to the LOC Database from the "ITS Procurement Status, Award, and Approval Information" page on the ITS website.

<http://www.its.ms.gov/procurement-award.shtml>

The link accesses the LOC Database in a "Received and Awarded" only view for awarded projects. Vendors who are not Valid General RFP Vendors will not have access to the "Pending" LOCs.

9. **Additional projects**

Vendors should also check the **ITS** web site for RFPs issued for additional projects beyond the scope of this RFP. First, access the **ITS0** website, <http://www.its.ms.gov> . Then choose "RFPs Advertised" from the Quick Links.



### **GENERAL RFP INFORMATION REQUEST FORM**

Please submit the **ITS** requested information response under your general proposal using the following format.

Fax your completed form back to 601-354-6016 addressed to the Technology Consultant listed on the fax cover sheet. If the necessary information is not included, your response cannot be considered.

**ITS Technology Consultant Name:** Technology Consultant who contacted you **RFP#** 3580  
**Company Name:** XYZ Company **Date:** June 2, 2009  
**Contact Name:** Your Name **Phone Number:** 601-555-3737

FUNCTION	INDIVIDUAL NAME	HOURLY RATE**	INDIVIDUAL'S DIRECT TELEPHONE NUMBER

**\*\*If Vendor travel is necessary to meet the requirements of the LOC, Vendor should propose fully loaded costs including travel**

**Sample**

## **SECTION XI REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least **five (5)** references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.2.3 The reference installation must have been operational for at least **one (1) year**.
  - 1.2.4 Additional reference requirements:
    - 1.2.4.1 There are no additional reference requirements for this RFP.

### **2. Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and **five (5)** references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

## **REFERENCE FORM**

**Complete five (5) Reference Forms.**

Contact Name:  
Company Name:  
Address:  
Phone #:  
E-Mail:

Description of product/services/project, including start and end dates:

--

## **SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

**Complete five (5) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

**EXHIBIT A**  
**STANDARD CONTRACT**

A properly executed contract is not a requirement of this RFP. A standard contract will be provided as part of the LOC on a project-by-project basis for the Vendor's review.